

# Exhibit 3

**PDF pages 27-33 of this Exhibit have been altered from the restricted version, which contains a CONFIDENTIAL version of document with Bates numbers CCBVA0000105880 through 105886. This public version contains a non-CONFIDENTIAL version of the same document with Bates numbers ICE - Barrientos 0010330 through 10336, with redactions entered by the producing party.**

STEWART COUNTY, GA

DROIGSA-06-0003

**INTER-GOVERNMENTAL SERVICE AGREEMENT**

STEWART COUNTY, GEORGIA

This Inter-Governmental Service Agreement (IGSA) is for Detention Services to be provided to United States Immigration and Customs Enforcement, hereinafter referred to as "ICE", for the detention and care of aliens (hereafter referred to as "DETAINEES").

**FACILITY LOCATION:**

The PROVIDER shall provide detention services for detainees at the following institution:

Stewart Detention Center  
79 Holder Road  
Lumpkin, GA 31815  
(229) 838-5000

POC: Stonie Patterson, Chairman  
Stewart County Board of Commissioners

**PERFORMANCE:**

The PROVIDER is required to house ICE detainees, to perform in accordance with the most current editions of ICE Detention Requirements, American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, latest edition, National Commission on Correctional Health Care (NCHC). Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE inspectors will conduct periodic inspections of the facility to assure compliance of the aforementioned standards.

The PROVIDER shall maintain continual compliance with ACA accreditation standards during performance of this agreement.

The PROVIDER shall be responsible for all costs associated with obtaining and maintaining full accreditation by ACA.

**PERIOD OF PERFORMANCE:**

This Agreement shall become effective upon the date of final signature by ICE and the PROVIDER and shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written intentions to terminate the agreement, 120 days in advance of the effective date of formal termination.

STEWART COUNTY, GA

DROIGSA-06-0003

PAYMENT RATE

Per Diem Rate: \$54.25
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In consideration for the PROVIDER'S performance under the Terms and Conditions of this Agreement, ICE shall make payment to the PROVIDER for each detainee accepted and housed by the PROVIDER. The rate is the per diem rate for the support of one Detainee per day and shall include the day of arrival but not the day of departure.

The PROVIDER shall not charge for costs, which are not directly related to the housing and detention of detainees. Such costs include, but are not limited to:

- A) Salaries of elected officials.
- B) Salaries of employees not directly engaged in the housing and detention of detainees.
- C) Indirect costs in which a percentage of all local government costs are pro-rated and applied to individual departments.
- D) Detainee services which are not provided to, or cannot be used by detainees.
- E) Operating costs of facilities not utilized by detainees.
- F) Interest on borrowing (however represented), bond discounts, cost(s) of financing/refinancing, and legal or professional fees.

This agreement in no way obligates Immigration and Customs Enforcement to any minimum population guarantee.

MODIFICATION:

This Agreement, or any of its specific provisions, may be revised or modified by signatory concurrence of the undersigned parties, or their respective official successors.

TRANSPORTATION SERVICES:

1. The PROVIDER shall provide all ground transportation services as may be required to transport detainees securely, in a timely manner, to off-site medical providers and to other locations as directed by the Contracting Officer's Technical Representative (COTR) or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates and shall only apply to off-site medical transportation. When officers are not providing transportation services the PROVIDER shall assign the employees to supplement security duties within the facility or on-call duties

STEWART COUNTY, GA

DROIGSA-06-0003

to assist ICE as directed by the COTR or designated ICE official. However, the primary function of these officers is transportation. On-call duties as directed by the COTR utilizing these officers shall not incur any additional expense to the government.

2. The **PROVIDER** personnel provided for the above services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those **PROVIDER** personnel are provided for in the other areas of this agreement.
3. During all transportation activities, at least one officer shall be the same sex as the detainee. Questions concerning guard assignments shall be directed to the COTR for final determination.
4. The **PROVIDER** shall, upon order of the COTR, or upon his own decision in an urgent medical situation, transport a detainee to a hospital location. An officer, or officers, shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The **PROVIDER** shall then transport the detainee to the detention site.
5. When the COTR provides documents to the **PROVIDER** concerning the detainee(s) to be transported and/or escorted, the **PROVIDER** shall deliver these documents only to the named authorized recipients. The **PROVIDER** shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.
6. The **PROVIDER** shall establish a communications system that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.
7. In the event of transportation services involving distances that exceed a standard eight (8) hour workday to complete, the **PROVIDER** shall be reimbursed related costs of lodging and meals commensurate with the U.S. General Services Administration rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable U.S. Department of Labor overtime rate for the transportation officer position incorporated within this agreement. The **PROVIDER** shall comply with ICE transportation standards related to the number of hours the **PROVIDER** employee may operate a vehicle. Overnight lodging resulting from transportation services shall be approved in advance by the COTR or designated ICE official.

#### MEDICAL SERVICES:

The U.S. Public Health Services (USPHS) will be responsible for providing all health care services provided under contract for detained aliens in the custody of ICE at the facility. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week. The

STEWART COUNTY, GA

DROIGSA-06-0003

PROVIDER shall provide security with a minimum staff of one (1) at all times. When patients are housed in the infirmary, security shall be posted to the unit twenty-four (24) hours per day, seven (7) days per week. The PROVIDER shall coordinate and escort detainees to the medical clinic for sick call, appointments and pill line.

When specifically requested by ICE, the PROVIDER agrees to arrange for and/or provide non-emergency or emergency ambulance transportation service to transport detainees to off-site medical care or from one off-site medical care facility to another. ICE agrees to provide reimbursement for mileage, over and above the per diem rate, to the PROVIDER for such ambulance transportation services when the costs are included with the regular monthly billing for detention services.

The PROVIDER shall provide the detainees instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainees' native language, and orally to detainees who are unable to read. The detainee shall similarly be provided instructions and assistance on a routine basis on personal hygiene, dental hygiene, grooming and health care.

The USPHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and PROVIDER shall immediately notify USPHS staff. Behavior problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the PROVIDER.

Written policy and defined procedure shall require that detainees' written health complaints are solicited and delivered to the medical facility for appropriate followup. Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

The USPHS shall provide to the PROVIDER and maintain first aid kits at the facility. First aid kits shall be available at all times and shall be located throughout the facility, as necessary to allow quick access. The PROVIDER shall not be responsible for on-site or off-site detainee medical services or costs.

#### RECEIPT AND DISCHARGE OF FEDERAL DETAINEES:

The PROVIDER agrees to receive and discharge Federal detainees only from and to properly identified law enforcement officers and with prior authorization. Admission and discharge of Federal detainees shall be fully consistent with PROVIDER policies and procedures.

ICE detainees shall not be released from the facility into the custody of other Federal, state, or local officials for any reason, except for medical or emergency situations, without express authorization of ICE.

#### INSPECTION:

STEWART COUNTY, GA

DROIGSA-06-0003

The PROVIDER agrees to allow periodic inspections of the facility by ICE inspectors. Findings will be shared with facility administrators in order to promote improvements to facility operations or conditions of detainment.

**PER DIEM RATE AND ECONOMIC PRICE ADJUSTMENT**

The per diem rate shall be \$54.25 and may not be adjusted prior to September 30, 2007. Thereafter, the per diem shall be subject to adjustment based on the actual and allowable costs associated with the operation of the facility. When a rate increase is desired, the Local Government shall submit a written request to Immigration and Customs Enforcement at least sixty (60) days prior to the desired effective date of the rate adjustment. All such requests must contain a detailed cost proposal to substantiate the desired rate increase. The Local Government agrees to provide additional cost information to support the requested rate increase and to permit an audit of accounting records upon request by Immigration and Customs Enforcement. The rate may be renegotiated not more than once per year.

Criteria used to evaluate the increase or decrease in the per diem rate shall be those specified in the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or other cost and pricing principles mutually agreed to by the parties.

The effective date of the rate modification will be negotiated and specified in a modification to this IGSA, which is approved by the ICE Contracting Officer. The effective date will be established on the first day of the month for accounting purposes. Payments at the modified rate will be paid upon the return of the signed modification by the authorized Local Government official to ICE.

**BILLING PROCEDURE:**

(A) Invoices - Monthly invoices shall be submitted to the COTR within 10 business days after the month of performance invoiced. Invoices shall itemize each detainee by name, register number, dates of stay, and appropriate detainee-day rate. Billing shall be based upon the actual number of detainee days used.

(B) Invoices Submission

U.S. Immigration and Customs Enforcement  
TBD

(B) Payment - Payments will be made to the PROVIDER after receipt of a complete invoice, which shall contain a remittance address. All transfer(s) will be accomplished through Electronic Funds Transfer (EFT) on a monthly basis. The Prompt Payment Act shall apply.

STEWART COUNTY, GA

DROIGSA-06-0003

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Stewart County, Georgia and U.S. Immigration and Customs Enforcement.

ACCEPTED:

ACCEPTED:

U.S. Immigration and Customs Enforcement

Stewart County, GA

<Name>

Contracting Officer

By: Donald E. Base

By:

John Pottman

JUN 30 2006

Date: \_\_\_\_\_ Date:

27 JUN 06



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00012		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY ICE/DM/DC-DC		7. ADMINISTERED BY (If other than Item 6) ICE/DM/DC-DC	
ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, 9th Floor Attention: Jose R. Munoz Washington DC 20536		ICE/Detent Mngt/Detent Contracts-DC Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, 9th Floor Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)  STEWART COUNTY GA 79 HOLDER ROAD ATTN STONIE PATTERSON CHAIRMAN 22 838-5000 LUMPKIN GA 31815		(X) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-00005/  10B. DATED (SEE ITEM 13) 06/30/2006			
CODE 9900000000999		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Immigration & Nationality Act - Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 084354919

COR: Nashira Baldwin, [REDACTED]

CO: Robbi Gregg, [REDACTED]

The purpose of this modification is to incorporate all of the ICE Performance Based Detention Standards (PBNDs) 2011 Minimum Standards, several Optimal Standards and the attached Quality Assurance Surveillance Plan (QASP). The PBNDs 2011 Standards may be viewed in their entirety at the following link:

[www.ice.gov/detention-standards/2011](http://www.ice.gov/detention-standards/2011)

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>JOE LEE WILLIAMS</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Robbi Gregg</b>	
15B. CONTRACTOR/OFFEROR <i>Joe Lee Williams</i> (Signature of person authorized to sign)	15C. DATE SIGNED <b>6-11-13</b>	16B. UNITED STATES OF AMERICA <i>Robbi Gregg</i> (Signature of Contracting Officer)	16C. DATE SIGNED <b>6/12/13</b>

NSN 7540-01-152-8070  
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



## CONTINUATION SHEET

REFERENCE TO THE DOCUMENT BEING CONTINUED

DROIGSA-06-00005//P00012

PAGE

OF

2

2

NAME OF OFFEROR OR CONTRACTOR

STEWART COUNTY GA

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Please see Attachment A of this modification regarding the implementation of the PBNDS 2011 Optimal Standards.</p> <p>It is agreed that the aforementioned minimum and optimum standards are, herein, incorporated into the IGSA at no additional cost.</p> <p>The Service Provider shall provide its revised policies to ICE within 53 days of execution of this modification. Within 30 days of ICE's approval, the facility shall be compliant with all PBNDS 2011 Standards stated herein.</p> <p>Should there be a conflict between the PBNDS 2011 Standards and any other term and/or condition of the agreement identified in Block 10A of this modification, please contact the Contracting Officer for clarification.</p> <p>Exempt Action: Y</p> <p>*** All other terms and conditions remain unchanged. ***</p>				

**Attachment A**  
**DROIGSA-06-00005 Modification P00012**  
**Revised 05/15/13**

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**COMPLIANCE WITH PBNDS 2011 OPTIMAL PROVISIONS:**  
***STEWART DETENTION CENTER***

Stewart Detention Center will comply with the following optimal requirements under the ICE 2011 Performance Based National Detention Standards (PBNDS 2011), at no additional cost to the agency:

**Standard 5.4: Recreation**

- Disciplinary Segregation: “Facilities operating at the optimal level will offer detainees at least one hour of recreation or exercise per day, seven days a week.” (*Section V.E*)
- “Facilities operating at the optimal level shall offer access to reading materials, through libraries with regular hours, book carts or other means. Reading materials in English, Spanish and, if practicable, other languages, should be made available.” (*Section V.F*)
- “Facilities shall offer other programmatic activities, such as:
  1. educational classes or speakers;
  2. sobriety programs such as alcoholics anonymous; and
  3. other organized activities or recreational programs.” (*Section V.F*)

**Standard 5.6: Telephone Access**

- “Facilities shall be operating at the optimal level when at least one telephone is provided for every ten (10) detainees.” (*Section V.A.1*)
- “The facility permits detainees with disabilities the opportunity to submit requests for the auxiliary aid of their preference, if unavailable at the facility. Where practicable, and consistent with the order and safety of the facility, the facility provides for use of such other equipment, such as video relay and video phones for detainees who are deaf or hard of hearing.” (*Section V.G*)

## QUALITY ASSURANCE SURVEILLANCE PLAN

### 1. INTRODUCTION

ICE's Quality Assurance Surveillance Plan (QASP) is based on the premise that the Service Provider, and not the Government, is responsible for the day-to-day operation of the Facility and all the management and quality control actions required to meet the terms of the Agreement. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The Service Provider shall develop a comprehensive program of inspections and monitoring actions and document its approach in a Quality Control Plan (QCP). The Service Provider's QCP, upon approval by the Government, will be made a part of the resultant Agreement.

This QASP is designed to provide an effective surveillance method to monitor the Service Provider's performance relative to the requirements listed in the Agreement. The QASP illustrates the systematic method the Government (or its designated representative) will use to evaluate the services the Service Provider is required to furnish.

This QASP is based on the premise the Government will validate that the Service Provider is complying with ERO-mandated quality standards in operating and maintaining detention facilities. Performance standards address all facets of detainee handling, including safety, health, legal rights, facility and records management, etc. Good management by the Service Provider and use of an approved QCP will ensure that the Facility is operating within acceptable quality levels.

### 2. DEFINITIONS

**Performance Requirements Summary (Attachment A):** The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE 2011 Performance Based National Detention Standards (PBNDS). The PRS identifies performance standards grouped into nine functional areas, and quality levels essential for successful performance of each requirement. The PRS is used by ICE when conducting quality assurance surveillance to guide them through the inspection and review processes.

**Functional Area:** A logical grouping of performance standards.

**Contracting Officer's Technical Representative (COTR):** The COTR interacts with the Service Provider to inspect and accept services/work performed in accordance with the technical standards prescribed in the Agreement. The Contracting Officer issues a written memorandum that appoints the COTR. Other individuals may be designated to assist in the inspection and quality assurance surveillance activities.

**Performance Standards:** The performance standards are established in the ERO ICE 2011 PBNDS at <http://www.ice.gov/detention-standards/2011> as well as the ACA standards for ALDF. Other standards may also be defined in the Agreement.

**Measures:** The method for evaluating compliance with the standards.

**Acceptable Quality Level:** The minimum level of quality that will be accepted by ICE to meet the performance standard.

**Withholding:** Amount of monthly invoice payment withheld pending correction of a deficiency. See Attachment A for information on the percentages of an invoice amount that may be withheld for each functional area. Funds withheld from payment are recoverable (See Sections 7 and 8) if the COTR and Contracting Officer confirm resolution or correction, and should be included in the next month's invoice.

**Deduction:** Funds may be deducted from a monthly invoice for an egregious act or event, or if the same deficiency continues to occur. The Service Provider will be notified immediately if such a situation arises. The Contracting Officer in consultation with the ERO will determine the amount of the deduction. Amounts deducted are not recoverable.

#### 4. QUALITY CONTROL PLAN

The Service Provider shall develop, implement, and maintain a Quality Control Plan (QCP) that illustrates the methods it will use to review its performance to ensure it conforms to the performance requirements. (See Attachment A for a summary list of performance requirements.) Such reviews shall be performed by the Service Provider to validate its operations, and assure ICE that the services meet the performance standards.

The Service Provider's QCP shall include monitoring methods that ensure and demonstrate its compliance with the performance standards. This includes inspection methods and schedules that are consistent with the regular reviews conducted by ERO. The reports and other results generated by the Service Provider's QCP activities should be provided to the COTR as requested.

The frequency and type of the Service Provider's reviews should be consistent with what is necessary in order to ensure compliance with the performance standards.

The Service Provider is encouraged not to limit its inspection to only the processes outlined in the 2011 PBNDS; however, certain key documents shall be produced by the Service Provider to ensure that the services meet the performance standards. Some of the documentation that shall be generated and made available to the COTR for inspection is listed below. The list is intended as illustrative and is not all-inclusive. The Service Provider shall develop and implement a program that addresses the specific requirement of each standard and the means it will use to document compliance.

- Written policies and procedures to implement and assess operational requirements of the standard
- Documentation and record keeping to ensure ongoing operational compliance with the standards (e.g.; inventories, logbooks, register of receipts, reports, etc.)
- Staff training records
- Contract discrepancy reports (CDRs)
- Investigative reports

- Medical records
- Records of investigative actions taken
- Equipment inspections
- System tests and evaluation

## **5. METHODS OF SURVEILLANCE**

ICE will monitor the Service Provider's compliance with the Performance Standards using a variety of methods. All facilities will be subject to a full annual inspection, which will include a review of the Service Provider's QCP activities. In addition, ICE may conduct additional routine, follow-up, or unscheduled ad hoc inspections as necessary (for instance, as a result of unusual incidents or data reflected in routine monitoring). ICE may also maintain an on-site presence in some facilities in order to conduct more regular or frequent monitoring. Inspections and monitoring may involve direct observation of facility conditions and operations, review of documentation (including QCP reports), and/or interviews of facility personnel and detainees.

**5.1 Documentation Requirements:** The Service Provider shall develop and maintain all documentation as prescribed in the PBNDS (e.g., post logs, policies, and records of corrective actions). In addition to the documentation prescribed by the standards, the Service Provider shall also develop and maintain documentation that demonstrates the results of its own inspections as prescribed in its QCP. The Government may review 100% of the documents, or a representative sample, at any point during the period of performance.

## **6. FUNCTIONAL PERFORMANCE AREAS AND STANDARDS**

To facilitate the performance review process, the required performance standards are organized into nine functional areas. Each functional area represents a proportionate share (i.e., weight) of the monthly invoice amount payable to the Service Provider based on meeting the performance standards. Payment withholdings and deductions will be based on these percentages and weights applied to the overall monthly invoice.

ICE may, consistent with the scope the Agreement, unilaterally change the functional areas and associated standards affiliated with a specific functional area. The Contracting Officer will notify the Service Provider at least 30 calendar days in advance of implementation of the new standard(s). If the Service Provider is not provided with the notification, adjustment to the new standard shall be made within 30 calendar days after notification. If any change affects pricing, the Service Provider may submit a request for equitable price adjustment in accordance with the "Changes" clause. ICE reserves the right to develop and implement new inspection techniques and instructions at any time during performance without notice to the Service Provider, so long as the standards are not more stringent than those being replaced.

## **7. FAILURE TO MEET PERFORMANCE STANDARDS**

Performance of services in conformance with the PRS standards is essential for the Service Provider to receive full payment as identified in the Agreement. The Contracting Officer may take withholdings or deductions against the monthly invoices for unsatisfactory performance documented through surveillance of the Service Provider's activities gained through site inspections, reviews of documentation (including monthly QCP reports), interviews and other

feedback. As a result of its surveillance, the Service Provider will be assigned the following rating relative to each performance standard:

<b>Rating</b>	<b>Description</b>
Acceptable	Based on the measures, the performance standard is demonstrated.
Deficient	Based on the measures, compliance with most of the attributes of the performance standard is demonstrated or observed with some area(s) needing improvement. There are no critical areas of unacceptable performance
At-Risk	Based on the performance measures, the majority of a performance standard's attributes are not met.

Using the above standards as a guide, the Contracting Officer will implement adjustments to the Service Provider's monthly invoice as prescribed in Attachment A.

Rather than withholding funds until a deficiency is corrected, there may be times when an event or a deficiency is so egregious that the Government *deducts* (vs. "withholds") amounts from the Service Provider's monthly invoice. This may happen when a significant event occurs, when a particular deficiency is noted multiple times without correction, or when the Service Provider has failed to take timely action on a deficiency about which he was properly and timely notified. The amount deducted will be consistent with the relative weight of the functional performance area where the deficiency was noted. The deduction may be a one-time event, or may continue until the Service Provider has either corrected the deficiency, or made substantial progress in the correction.

Further, a deficiency found in one functional area may tie into another. If a detainee escaped, for example, a deficiency would be noted in "Security," but may also relate to a deficiency in the area of "Administration and Management." In no event will the withhold or deduction exceed 100% of the invoice amount.

## **8. NOTIFICATIONS**

- (a) Based on the inspection of the Service Provider's performance, the COTR will document instances of deficient or at-risk performance (e.g., noncompliance with the standard) using the CDR located at Attachment B. To the extent practicable, issues should be resolved informally, with the COTR and Service Provider working together. When documentation of an issue or deficiency is required, the procedures set forth in this section will be followed.
- (b) When a CDR is required to document performance issues, it will be submitted to the Service Provider with a date when a response is due. Upon receipt of a CDR, the Service Provider shall immediately assess the situation and either correct the deficiency as quickly as possible or prepare a corrective action plan. In either event, the Service Provider shall return the CDR with the action planned or taken noted. After the COTR reviews the Service Provider's response to the CDR including its planned remedy or corrective action taken, the COTR will either accept the plan or correction or reject the correction or plan for revision and provide an

explanation. This process should take no more than one week. The CDR shall not be used as a substitute for quality control by the Service Provider.

- (c) The COTR, in addition to any other designated ICE official, shall be notified immediately in the event of all emergencies. Emergencies include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances, or protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff or detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the Facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods, ice or snow storms, heat waves, tornadoes); fence damage; power outages; bomb threats; significant environmental problems that impact the Facility operations; transportation accidents resulting in injuries, death or property damage; and sexual assaults. Note that in an emergency situation, a CDR may not be issued until an investigation has been completed.
- (d) If the COTR concludes that the deficient or at-risk performance warrants a withholding or deduction, the COTR will include the CDR in its monthly report, with a copy to the Contracting Officer. The CDR will be accompanied by the COTR's investigation report and written recommendation for any withholding. The Contracting Officer will consider the COTR's recommendation and forward the CDR along with any relevant supporting information to the Service Provider in order to confirm or further discuss the prospective cure, including the Government's proposed course of action. As described in section 7 above, portions of the monthly invoice amount may be withheld until such time as the corrective action is completed, *or* a deduction may be taken.
- (e) Following receipt of the Service Provider's notification that the correction has been made, the COTR may re-inspect the Facility. Based upon the COTR's findings, he or she will recommend that the Contracting Officer continue to withhold a proportionate share of the payment until the correction is made, or accept the correction as final and release the full amount withheld for that issue.
- (f) If funds have been withheld and either the Government or the Service Provider terminates the Agreement, those funds will not be released. The Service Provider may only receive withheld payments upon successful correction of an instance of non-compliance. Further, the Service Provider is not relieved of full performance of the required services hereunder; the Agreement may be terminated upon adequate notice from the Government based upon any one instance, or failure to remedy deficient performance, even if a deduction was previously taken for any inadequate performance.
- (g) The COTR will maintain a record of all open and resolved CDRs.



## **9. DETAINEE OR MEMBER OF THE PUBLIC COMPLAINTS**

The detainee and the public are the ultimate recipients of the services identified in this Agreement. Any complaints made known to the COTR will be logged and forwarded to the Service Provider for remedy. Upon notification, the Service Provider shall be given a pre-specified number of hours after verbal notification from the COTR to address the issue. The Service Provider shall submit documentation to the COTR regarding the actions taken to remedy the situation. If the complaint is found to be invalid, the Service Provider shall document its findings and notify the COTR.

## **10. ATTACHMENTS**

- A. Performance Requirements Summary
- B. Contract Discrepancy Report

## Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNDS 2011)	WITHHOLDING CRITERIA
<b>Safety (20%)</b> Addresses a safe work environment for staff, volunteers, contractors and detainees	<b>PBNDS References: Part 1 - SAFETY</b> 1.1 Emergency Plans; 1.2 Environmental Health and Safety; 1.3 Transportation (by Land).	A Contract Discrepancy Report that cites violations of cited PBNDS and PWS (contract) sections that provide a safe work environment for staff, volunteers, contractors and detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a month invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Security (20%)</b> Addresses protection of the community, staff, contractors, volunteers and detainees from harm	<b>PBNDS References: Part 2 - SECURITY</b> 2.1 Admission and Release; 2.2 Classification System; 2.3 Contraband; 2.4 Facility Security and Control; 2.5 Funds and Personal Property; 2.6 Hold Rooms in Detention Facilities; 2.7 Key and Lock Control; 2.8 Population Counts; 2.9 Post Orders; 2.10 Searches of Detainees; 2.11 Sexual Abuse and Assault Prevention and Intervention; 2.12 Special Management Units; 2.13 Staff-Detainee Communication; 2.14 Tool Control; 2.15 Use of Force and Restraints.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that protect the community, staff, contractors, volunteers, and detainees from harm, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Order (10%)</b> Addresses contractor responsibility to maintain an orderly environment with clear expectations of behavior and systems of accountability	<b>PBNDS Reference: Part 3 - ORDER</b> 3.1 Disciplinary System.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that maintain an orderly environment with clear expectations of behavior and systems of accountability permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard of section.
<b>Care (20%)</b> Addresses contractor responsibility to provide for the basic needs and personal care of detainees	<b>PBNDS References: Part 4 - CARE</b> 4.1 Food Service; 4.2 Hunger Strikes; 4.3 Medical Care; 4.4 Personal Hygiene; 4.5 Suicide Prevention and Intervention; 4.6 Terminal Illness, Advanced Directives, and Death.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that provide for the basic needs and personal care of detainees, permits the Contract Officer to withhold or deduct up to <b>20%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Activities (10%)</b> Addresses contractor responsibilities to reduce the negative effects of confinement	<b>PBNDS References: Part 5 - ACTIVITIES</b> 5.1 Correspondence and Other Mail; 5.2 Escorted Trips for Non-Medical Emergencies; 5.3 Marriage Requests; 5.4 Recreation; 5.5 Religious Practices; 5.6 Telephone Access; 5.7 Visitation; 5.8 Voluntary Work Program.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that reduce the negative effects of confinement permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Justice (10%)</b> Addresses contractor responsibilities to treat detainees fairly and respect their legal rights	<b>PBNDS References: Part 6 - JUSTICE</b> 6.1 Detainee Handbook; 6.2 Grievance System; 6.3 Law Libraries and Legal Materials; 6.4 Legal Rights Group Presentations.	A Contract Discrepancy Report that cites violations of PBNDS and PWS (contract) sections that treat detainees fairly and respect their legal rights, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

## Attachment A – Performance Requirements Summary

FUNCTIONAL AREA/ WEIGHT	PERFORMANCE STANDARD (PBNS 2011)	WITHHOLDING CRITERIA
<b>Administration and Management (10%)</b> Addresses contractor responsibilities to administer and manage the facility in a professional and responsible manner consistent with legal requirements	<b>PBNS References: Part 7 - ADMIN &amp; MANAGEMENT</b> 7.1 Detention Files; 7.2 News Media Interviews and Tours; 7.3 Staff Training; 7.4 Transfer of Detainees;  <b>Accommodations for the Disabled, 4-ALDF-6B-04, 4-ALDF-6B-07</b>	A Contract Discrepancy Report that cites violations of PBNS and PWS (contract) sections that require the Contractor's administration and management of the facility in a professional and responsible manner consistent with legal requirements, permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Workforce Integrity (10%)</b> Addresses the adequacy of the detention/correctional officer hiring process, staff training and licensing/certification and adequacy of systems	<b>Staff Background and Reference Checks (Contract) 4-ALDF-7B-03</b>  <b>Staff Misconduct 4-ALDF-7B-01</b>  <b>Staffing Pattern Compliance within 10% of required (Contract) 4-ALDF-2A-14</b>  <b>Staff Training, Licensing, and Credentialing (Contract) 4-ALDF-4D-05, 4-ALDF-7B-05, 4-ALDF-7B-08</b>	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Workforce Integrity and PWS (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.
<b>Detainee Discrimination (10%)</b> Addresses the adequacy of policies and procedures to prevent discrimination against detainees based on their gender, race, religion, national origin, or disability	<b>Discrimination Prevention 4-ALDF-6B-02-03</b>	A Contract Discrepancy Report that cites violations of the ALDF Standards associated with Detainee Discrimination and PWS (contract) sections permits the Contract Officer to withhold or deduct up to <b>10%</b> of a monthly invoice until the Contract Officer determines there is full compliance with the standard or section.

## Attachment B – Contract Discrepancy Report

<b>CONTRACT DISCREPANCY REPORT</b>			1. CONTRACT NUMBER
<b>Report Number:</b>			<b>Date:</b>
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COTR)	
<b>DATES</b>			
CONTRACTOR NOTIFICATION	CONTRACTOR RESPONSE DUE BY	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in PWS / Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)			
6. TO: (COTR)		7. FROM: (Contractor)	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			
9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION OF CONTRACTOR RESPONSE/RESOLUTION PLAN: <i>(Acceptable response/plan, partial acceptance of response/plan, rejection: attach continuation sheet if necessary)</i>			
12. GOVERNMENT ACTIONS <i>(Payment withholding, cure notice, show cause, other.)</i>			
<b>CLOSE OUT</b>			
CONTRACTOR NOTIFIED	NAME AND TITLE	SIGNATURE	DATE
COTR			
CONTRACTING OFFICER			

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 02/04/2016		5. PROJECT NO. (If applicable)	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536		7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536		CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  STEWART COUNTY OF PO BOX 157 LUMPKIN GA 318150157		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0843549190000 FACILITY CODE		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-00005/		10B. DATED (SEE ITEM 13) 06/30/2006	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
X	D. OTHER (Specify type of modification and authority) in accordance with IGSA

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 084354919

Contract Specialist: Abeer Saleh, (a)(1); (a)(21)

COR 1: Nashira Baldwin, (a)(1); (a)(21)

COR 2: David Graumenz, (a)(1); (a)(21)

ACOR: Hilton James, (a)(1); (a)(21)

Stewart POC: Ashley Odubeko, (a)(1); (a)(21)

The purpose of this modification is to implement the supplemental agreement referenced in Modification 17, Addendum B to this Agreement (See attached). This supplemental agreement provides for a rate increase of .45 cents per bed day, tiered pricing, as specified in the Attached Addendum B, and a guaranteed minimum amount of 1,600 in exchange for the Service Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

NAME AND TITLE OF SIGNER (Type or print) JOE LEE WILLIAMS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brandiss Smith	
CONTRACTOR/OFFEROR Joe Lee Williams		16B. UNITED STATES OF AMERICA	
DATE SIGNED 2-9-2016		16C. DATE SIGNED 2/10/16	

NSN 7540-01-152-8070  
Previous edition unusableSTANDARD FORM 30 (REV 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## CONTINUATION SHEET

Case 4:18-cv-00070-GPI Document 238-7 Filed 07/01/22 Page 21 of 33

DROIGSA-06-00005//P00021

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR  
STEWART COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Provider providing the following:</p> <p>-30,000 square feet of modular office space to the Stewart Detention Center to accommodate 120 ICE Staff which includes the following: A total facility capacity of 1966 beds, a total general population capacity of 1916 beds and a total of 50 beds of segregated population. -conversion of existing program space to processing -outdoor recreation upgrades to include new fencing, extending the existing sidewalk, two (2) new paved basketball courts, two (2) new inmate toilets, and new recreation yard lighting.</p> <p>The effective date for the implementation of this Supplemental Agreement is May 23, 2015. Funding will be provided under Task Order HSCEDM-15-F-IG284.</p> <p>Beyond the initial first twelve months, effective May 22, 2016, the Year 2 rates shall apply as specified in the attached Addendum B. Exempt Action: Y Period of Performance: 08/21/2014 to 08/31/2016</p> <p>Add Item 0006 as follows:</p> <p>0006 Detention Guard Services 0.00 Tier 1 Guaranteed Minimum Beds 1-1600 Effective May 23 2015 Bed Day Rate: 62.48 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0007 as follows:</p> <p>0007 Detention Guard Services 0.00 Tier 2 Above Guaranteed Minimum Beds 1601-1750 Effective May 23 2015 Bed Day Rate: 61.85 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD</p> <p>Add Item 0008 as follows:</p> <p>Continued ...</p>				



CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DROIGSA-06-00005//P00021

PAGE	OF
3	3

NAME OF OFFEROR OR CONTRACTOR  
STEWART COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0008	Detention Guard Services Tier 3 Above Guaranteed Minimum Beds 1751-1966 Effective May 23 2015 Bed Day Rate: 40.00 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD				0.00



**Addendum B**

**Supplemental Agreement - Office Space  
Stewart Detention Center  
DRUGSA-06-00005/Modification P00017  
September 22, 2014**

The Service Provider shall provide 30,000 square feet of modular office space in the Stewart Detention Facility to accommodate 120 ICE staff to include the following:

- Total Facility Capacity: 1966 Beds
- Total General Population (GP): 1916 Beds
- Total Segregation Population: 50 Beds
- Conversion of existing program space to processing
- Outdoor Recreation Upgrades to include new fencing, extending the existing sidewalk, two (2) new paved basketball courts, two (2) new inmate toilets and new recreation yard lighting.

Upon availability of Outdoor Recreation Area (see *Addendum A*), detainees in the general population shall have access to at least four hours a day, seven days a week to outdoor recreation, weather permitting, in accordance with ICE 2011 Performance Based National Detention Standards (PBNDS 2011) Optimal 5.4 (B). The facility shall ensure that detainees have the opportunity to move between indoor and outdoor recreation areas at least hourly.

In exchange, ICE agrees to pay a minimum of 1600 beds per days at a bed day rate increase of \$.45.

**Effective Date:**

Upon notification from the Service Provider that the office space is available for ICE employees, ICE will issue a modification to implement this supplemental agreement and effect the following rate increase, tiered pricing structure and guaranteed minimum:

Year	Base Rate	Rate Increase	Tier 1: GM (Beds 1 – 1600)	Tier 2: Above GM (Beds 1601 – 1750)	Tier 3: Above GM (Beds 1751 – 1966)
1	\$ 62.03	0.45	\$62.48	\$61.85	\$40.00

In accordance with the terms and conditions of the base agreement, this supplemental agreement shall remain in effect indefinitely unless terminated in writing, by either party. Either party must provide written intentions to terminate the agreement, 120 days in advance of the effective date of formal termination. As such, the following annual rate increases shall apply for performance beyond the initial first twelve months of this agreement:

Year	Base Rate	Rate Increase	Tier 1: GM (Beds 1 – 1600)	Tier 2: Above GM (Beds 1601 – 1750)	Tier 3: Above GM (Beds 1751 – 1966)
2	\$ 62.03	0.46	\$62.49	\$61.85	\$40.00
3	\$ 62.03	0.48	\$62.51	\$61.85	\$40.00

**Addendum B**

Supplemental Agreement - Office Space  
 Stewart Detention Center  
 DROIGSA-06-00005/Modification P00017  
 September 22, 2014

Year	Base Rate	Rate Increase	Tier 1: GM (Beds 1 – 1600)	Tier 2: Above GM (Beds 1601 – 1750)	Tier 3: Above GM (Beds 1751 – 1966)
4	\$ 62.03	0.49	\$62.52	\$61.85	\$40.00
5	\$ 62.03	0.51	\$62.54	\$61.85	\$40.00
6	\$ 62.03	0.52	\$62.55	\$61.85	\$40.00
7	\$ 62.03	0.54	\$62.57	\$61.85	\$40.00
8	\$ 62.03	0.55	\$62.58	\$61.85	\$40.00
9	\$ 62.03	0.57	\$62.60	\$61.85	\$40.00
10	\$ 62.03	0.59	\$62.62	\$61.85	\$40.00

Any adjustment to the above rates shall be limited to increases or decreases in wages and fringe benefits as a result of revisions to prevailing labor rates provided by the Secretary of Labor and/or actual and allowable costs associated with the operation of the facility in accordance with the terms and conditions of the base agreement (Per Diem Rate and Economic Price Adjustment).

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
6. ISSUED BY ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536	CODE ICE/DCR	7. ADMINISTERED BY (if other than Item 6) ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536	CODE ICE/DCR	
8. NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code) STEWART COUNTY OF ATTN JOE LEE WILLIAMS PO BOX 157 LUMPKIN GA 318150157		(X) 9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. DRO1GSA-06-000057		
		10B. DATED (SEE ITEM 13) 06/30/2006		
CODE 0843549190000	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Immigration & Nationality Act - Mutual Agreement of both Parties			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 084354919 Contracting Officer: Broderick Morris, (a)(1); (a)(21) Contract Specialist: James Modlin, (a)(1); (a)(21) COR: Hilton James, (a)(1); (a)(21) ACOR: Nashira Baldwin, (a)(1); (a)(21) Prime Contractor: Joe Williams- Chairman of Stewart, (a)(1); (a)(21) Sub-Contractor: CCA Natasha Metcalf, (a)(1); (a)(21)				
The purpose of this bilateral modification is to acknowledge the receipt and acceptance of PBNDs 2011 as revised of January 12, 2017 ( <a href="https://www.ice.gov/detention-standards/2011">https://www.ice.gov/detention-standards/2011</a> ).				
Continued ...				
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Joseph B. Williams Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRODERICK MORRIS		
15D. CONTRACTOR/OFFEROR Joseph B. Williams (Signature of person authorized to sign)	15C. DATE SIGNED 02-19-2017	16B. UNITED STATES OF AMERICA RFL (Signature of Contracting Officer)	16C. DATE SIGNED 13 Feb 2017	
NSN 7540-01-152-8070 Previous edition unusable		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.240		

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED		PAGE	OF
		DROIGSA-06-00005//P00024		2	2
NAME OF OFFEROR OR CONTRACTOR					
STEWART COUNTY OF					
ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Exempt Action: Y Sensitive Award: SP11 Period of Performance: 08/21/2014 to 08/31/2020				



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. P00029		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE ICE/DCR		7. ADMINISTERED BY (If other than Item 6) CODE ICE/DCR	
/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street, NW Suite 930 WASHINGTON DC 20536		ICE/Detention Compliance & Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 930 Washington DC 20536			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  STEWART COUNTY OF ATTN JOSEPH B WILLIAMS CHAIRMAN PO BOX 157 LUMPKIN GA 318150157		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DROIGSA-06-00005/	
				10B. DATED (SEE ITEM 13) 06/30/2006	
CODE 0843549190000		FACILITY CODE			

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 084354919

Contract Specialist: Michelle Britton, Michelle.Britton@ice.dhs.gov, (202) 732-2773

Contracting Officer: Roderick Morris, Broderick.Morris@ice.dhs.gov, (202) 732-2536

COR: Hilton James, (229) 838-1178

ACOR: Nashira Baldwin, (404) 893-1336

Prime Contractor: Joseph B. Williams - Chairman, (229) 838-6769 ext 202

Sub-Contractor: CoreCivic - Natasha Metcalf, (615) 263-3290

This Bilateral modification is issued to:

1-Incorporate the attached Staffing Plan in the above referenced agreement effective  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Joseph B. Williams Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BRODERICK MORRIS	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BRODERICK MORRIS (Signature of Contracting Officer)	
15C. DATE SIGNED 02-06-2018		16C. DATE SIGNED	

NSN 7540-01-152-8070  
Previous edition unusableSTANDARD FORM 30 (REV. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-06-00005//P00029		PAGE 2	OF 7
NAME OF OFFEROR OR CONTRACTOR STEWART COUNTY OF					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>2/01/2018.</p> <p>2-Incorporate the following Staffing Plan Compliance Language:</p> <p>The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COR, for approval prior to implementation. Staffing levels shall not fall below a monthly minimum of 95% of the approved staffing plan.</p> <p>Each month, CoreCivic shall submit to the COR the currently average monthly vacancy rate, and indicate any individual positions that have been vacant for more than 120 days. Failure to fill any individual positions within 120 days of the vacancy may result in a deduction from the monthly invoice if the vacancy (in combination with other vacancies) brings the overall monthly staffing levels below 95% of the incorporated Staffing Plan. The deduction shall be based on the daily salary/payment and benefits that CoreCivic would have paid to the employee if the position was not vacant and calculated retroactive to day one of the vacancy, excluding the days for ICE conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.</p> <p>No deduction shall apply for those periods within the 120 days that CoreCivic documents that a vacant position is covered through the use of overtime, contract staff, or ICE onboarding process. However if the use of overtime or contract labor exceeds 120 days, ICE may assess a deduction based on the daily salary and benefits of the vacant positions effective on the 121 day of vacancy.</p> <p>Compliance begins March 01, 2018.</p> <p>Additional required documents: Monthly Staff report Monthly Vacancy Report Monthly Terminations, Retirements, and Resignations Report</p> <p>All other terms and conditions remain unchanged.</p> <p>Continued ...</p>				

NSN 7540-01-152-9067

 OPTIONAL FORM 336 (4-56)  
 Sponsored by GSA,  
 FAR (48 CFR) 53.110

<b>CONTINUATION SHEET</b>		REFERENCE NO. OF DOCUMENT BEING CONTINUED DROIGSA-06-00005//P00029			PAGE 3	OF 7
NAME OF OFFEROR OR CONTRACTOR STEWART COUNTY OF						
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	Exempt Action: Y Sensitive Award: SPII Period of Performance: 08/21/2014 to 08/31/2020					

NSN 7540-01-152-8087

 OPTIONAL FORM 336 (4-86)  
 Sponsored by GSA  
 FAR (48 CFR) 53.110



**STEWART DETENTION FACILITY**  
**Lumpkin, Georgia**  
**1,600 Beds (ICE Male Detainees)**

**STAFFING PLAN**

STAFF DEPLOYMENT BY SHIFT & POSITION		
MANAGEMENT/SUPPORT		19.00
SECURITY OPERATIONS		LE
UNIT MANAGEMENT		
MAINTENANCE		7.50
SERVICES		4.00
PROGRAMS		8.00
HEALTH SERVICES	(Contracted - PHS)	0.00
TOTAL		LE

MANAGEMENT / SUPPORT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
WARDEN									
ASSISTANT WARDEN									
MANAGER, LEARNING AND DEVELOPMENT		2156	1	0	0	5	80	1.00	1.00
BUSINESS MANAGER		1004	1	0	0	5	80	1.00	1.00
BOOKKEEPER		5004	1	0	0	5	80	1.00	1.00
ACCOUNTING CLERK		5016	1	0	0	5	80	1.00	1.00
MANAGER, HUMAN RESOURCES		5019	1	0	0	5	80	1.00	1.00
HUMAN RESOURCES ASSISTANT		5076	1	0	0	5	80	1.00	1.00
PERSONNEL INVESTIGATOR	HR	5067	1	0	0	5	80	1.00	1.00
INVESTIGATOR		2051	1	0	0	5	80	1.00	1.00
MANAGER, QUALITY ASSURANCE		2009	1	0	0	5	80	1.00	1.00
SAFETY MANAGER		9087	1	0	0	5	80	1.00	1.00
SECRETARY		5014	1	0	0	5	80	1.00	1.00
MAILROOM SUPERVISOR		5010	1	0	0	5	80	1.00	1.00
MAILROOM CLERK		5009	1	0	0	5	80	1.00	1.00
MAILROOM CLERK, P/T		5074	1	0	0	5	80	0.50	0.50
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
ADMINISTRATIVE CLERK, P/T		5025	1	0	0	5	80	0.50	0.50
RECEPTIONIST		5012	1	0	0	5	80	1.00	1.00
TOTAL			20	0	0				19.00

SECURITY OPERATIONS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CHIEF OF SECURITY		1005							
ASST CHIEF OF SECURITY		1026							
SHIFT SUPERVISOR	Intake/Transportation	1014							
SHIFT SUPERVISOR		1014							
ASST SHIFT SUPERVISOR		9104							
ASST SHIFT SUPERVISOR	Disciplinary	9104							
SR DETENTION OFFICER	STG	9013							
SR DETENTION OFFICER	Armory/Key Control	9013							
SR DETENTION OFFICER	Intake/Property/Release	9013							
DETENTION OFFICER	Intake/Property/Release	9005							
DETENTION OFFICER	Intake/Property/Release	9005							
SR DETENTION OFFICER	Visitation	9013							
DETENTION OFFICER	Visitation	9005							
SR DETENTION OFFICER	Transportation	9013							
DETENTION OFFICER	Transportation	9005							

**STEWART DETENTION FACILITY**  
**Lumpkin, Georgia**  
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**STAFFING PLAN**

<b>SECURITY OPERATIONS</b>	<b>Post / Assignment</b>	<b>Job Code</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	<b>Days Covered</b>	<b>Hrs/ PP</b>	<b>Relief Factor</b>	<b>Total Staff</b>
DETENTION OFFICER	Law Library	9005	<b>LE</b>						
DETENTION OFFICER	Vehicle Sallyport	9005							
DETENTION OFFICER	Laundry	9005							
SR DETENTION OFFICER	Central Control	9013							
DETENTION OFFICER	Central Control	9005							
DETENTION OFFICER	Central Control	9005							
DETENTION OFFICER	Perimeter Security (Mobile)	9005							
DETENTION OFFICER	Front Gate (Lobby)	9005							
DETENTION OFFICER	Recreation	9005							
DETENTION OFFICER	Utility/Search & Escort	9005							
DETENTION OFFICER	Work Detail	9005							
DETENTION OFFICER	Medical	9005							
DETENTION OFFICER	Medical (Main)	9005							
DETENTION OFFICER	Medical (Pill)	9005							
DETENTION OFFICER	Medical (Sick Call)	9005							
DETENTION OFFICER	Kitchen	9005							
DETENTION OFFICER	Balliff	9005							
DETENTION OFFICER	ICE/EOIR Waiting Room	9005							
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
<b>TOTAL</b>			<b>LE</b>						

<b>UNIT MANAGEMENT</b>	<b>Post / Assignment</b>	<b>Job Code</b>	<b>1st Shift</b>	<b>2nd Shift</b>	<b>3rd Shift</b>	<b>Days Covered</b>	<b>Hrs/ PP</b>	<b>Relief Factor</b>	<b>Total Staff</b>
CHIEF OF UNIT MANAGEMENT		1032	<b>LE</b>						
ADMINISTRATIVE CLERK	Unit Management	5002							
<b>UNIT G (256-BED CELLBLOCK)</b>									
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							
<b>UNIT H (328-BED DORMITORY)</b>									
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							
<b>UNIT J (256-BED CELLBLOCK)</b>									
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							
<b>UNIT K (256-BED CELLBLOCK)</b>									
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							

**STEWART DETENTION FACILITY**  
**Lumpkin, Georgia**  
**1,600 Beds (ICE Male Detainees)**

**STAFFING PLAN**

UNIT MANAGEMENT	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
<b>UNIT L (328-BED DORMITORY)</b>									
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							
<b>UNIT M (176-BED DORMITORY)</b>									
UNIT MANAGER		1015							
CASE MANAGER		2003							
DETENTION COUNSELOR		2090							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							
<b>SEGREGATION UNIT (80 BEDS)</b>									
SR DETENTION OFFICER		9013							
* DETENTION OFFICER	Segregation Recreation	9005							
* DETENTION OFFICER	Pod Control	9005							
* DETENTION OFFICER	Housing	9005							
<b>TOTAL</b>									

**LE**

MAINTENANCE	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
MAINTENANCE SUPERVISOR		1009	1	0	0	5	80	1.00	1.00
ASST MAINTENANCE SUPERVISOR		6015	1	0	0	5	80	1.00	1.00
MAINTENANCE WORKER		6003	4	0	0	5	80	1.00	4.00
JANITOR, P/T		8004	1	0	0	5	80	0.50	0.50
ADMINISTRATIVE CLERK		5002	1	0	0	5	80	1.00	1.00
<b>TOTAL</b>			8	0	0				7.50

SERVICES	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
*** WAREHOUSE SUPERVISOR	Commissary	9016	1	0	0	5	80	1.00	1.00
*** WAREHOUSE/COMMISSARY WORKER		9046	3	0	0	5	80	1.00	3.00
** FOOD SERVICE MANAGER		1069	1	0	0	5	80	1.00	Contract
** ASST FOOD SERVICE MANAGER		9086	0	1	0	5	80	1.00	Contract
** FOOD SERVICE WORKER	Supervisor	9006	2	1	0	5	80	1.40	Contract
<b>TOTAL</b>			7	2	0				4.00

PROGRAMS	Post / Assignment	Job Code	1st Shift	2nd Shift	3rd Shift	Days Covered	Hrs/ PP	Relief Factor	Total Staff
CLASSIFICATION COORDINATOR		2144	1	0	0	5	80	1.00	1.00
CLASSIFICATION OFFICER		2143	1	1	0	5	80	1.21	2.00
RECREATION SUPERVISOR		2149	1	0	0	5	80	1.00	1.00
RECREATION COORDINATOR		2017	0	1	0	5	80	1.00	1.00
CHAPLAIN		2142	1	0	0	5	80	1.00	1.00
RECORDS CLERK		5013	2	0	0	5	80	1.00	2.00
** CONTRACT ATTORNEY	CONTRACT/ PRN								
<b>TOTAL</b>			6	2	0				8.00

\* Post positions included in the Detention Officer job classification.

STEWART1600ICE - Contract - 02/01/2018

\*\*Positions hired under a contractual or fee basis for services rendered.

\*\*\*Salaries and benefits for the Warehouse Supervisor and 2 of the Warehouse/Commissary Worker positions are reimbursed from commissary receipts.

Shift schedules may be adjusted as necessary to accommodate inmate activity.

**STEWART DETENTION FACILITY**  
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**STAFFING PLAN**

POSITION SUMMARY			STAFF RATIOS		
SHIFT SUPERVISOR		LE	DETENTION OFFICER TO INMATE		LE
ASST SHIFT SUPERVISOR			UNIFORMED STAFF TO INMATE		
SR DETENTION OFFICER			ALL STAFF TO INMATE		
DETENTION OFFICER					
UNIT MANAGER			UNIT MANAGEMENT RATIOS		
CASE MANAGER			UNIT MANAGER TO INMATE		LE
DETENTION COUNSELOR			CASE MANAGER TO INMATE		
FOOD SERVICE CONTRACT STAFF			DETENTION COUNSELOR TO INMATE		
ALL OTHER STAFF					